

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

GARY WASHINGTON,

Plaintiff

v.

BALTIMORE POLICE DEPARTMENT, *et al.*,

Defendants

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Case No. 1:19-cv-02473-GLR

Judge Stephanie Gallagher

**JURY TRIAL DEMANDED**

**EXHIBIT A**



## **City of Baltimore Consent Decree Summary**

### **I. INTRODUCTION**

The parties to the Consent Decree or Agreement are the United States, the Mayor and City Council of Baltimore, and the Police Department of Baltimore (BPD). The purpose of the Agreement is to ensure that the City and the Baltimore Police Department (BPD) protect individuals' statutory and constitutional rights, treat individuals with dignity and respect, and promote public safety in a manner that is fiscally responsible and responsive to community priorities. The Agreement recognizes that the City and BPD have already begun critical reforms, but that there is more work to be done. The Agreement is designed to increase transparency and public input, improve oversight and accountability, impose discipline for misconduct fairly and efficiently, and enhance support for policing and BPD officers through robust employee wellness programs, improved technology, law enforcement policies, training, and supervision. The parties also recognize that police officers work in difficult conditions, risking their well-being and physical safety, including the ultimate sacrifice of their lives, for the public good, and are committed to providing them with the resources necessary to perform their duties safely and successfully within constitutional boundaries.

### **II. COMMUNITY OVERSIGHT TASK FORCE**

An effective relationship between the BPD and the community is essential to rebuilding trust in the Department. This provision, within 90 days of the effective date, establishes a Mayor-appointed commission of 5 people representing diverse communities of Baltimore, that will be responsible for recommending improvements to the current system of BPD civilian oversight. This new body will be called the Community Oversight Task Force (COTF). Among other things, the COTF will assess the current operations of the Civilian Review Board (CRB) and whether improvements to BPD's community policing strategies should be recommended. The City will ask the COTF to publish a report of its recommendations within 11 months of the Effective Date of the Consent Decree for public comment.

### **III. COMMUNITY POLICING AND ENGAGEMENT**

BPD will ensure that its mission statement reflects its commitment to community oriented policing. All officers, including supervisors, will receive 8 hours of annual training on community oriented policing practices. Both the City and the BPD will develop community engagement plans to communicate about and seek positive and constructive feedback regarding police-community relations. BPD will solicit input from entities representing distinct community perspectives, and develop a community outreach and public information plan designed to reach each district. Annually BPD will issue a report describing its community oriented policing efforts by district noting perceived deficiencies and opportunities for improvement. On an annual basis, the Monitor will conduct a survey to assess community perception of BPD. Both the BPD report and survey will be made publicly available.

#### **IV. STOPS, SEARCHES, ARRESTS, AND VOLUNTARY POLICE-COMMUNITY INTERACTIONS**

The Agreement recognizes that BPD has recently implemented revised policies regarding Stops, Searches, Arrests, and voluntary police-community interactions to ensure that its officers conduct all Investigatory Stops, Searches, and Arrests in accordance with the rights secured or protected by the Constitution, and state and federal law. BPD will conduct voluntary contacts between the public and police in a friendly and professional manner to enhance communication, trust, and understanding. These voluntary contacts will also help officers build relationships with community members that may later assist in criminal investigations. Within one year of the Effective Date of the Consent Decree, BPD will provide training to all BPD officers that explains the value of proactive, community-oriented policing.

For those stops that are involuntary, both vehicle and non-vehicle stops, BPD will ensure that officers' reasonable suspicion for their investigatory stop or detention are documented in a specific and clear manner, and BPD will also ensure that there is consistent documentation of all investigatory stops or detentions.

BPD will prohibit officers from conducting warrantless searches of persons and vehicles except where officers have consent to search or have probable cause, where the search is incident to a lawful arrest, or where the search meets an exception to the warrant requirement under the Fourth Amendment. BPD will ensure that officers are trained on the proper protocols for strip searches and body cavity searches in accordance with its recently implemented improved policies regarding strip searches and body cavity searches.

BPD will ensure that officers issue a citation or make a custodial arrest only where they have probable cause to believe a person has committed, is committing, or is about to commit a criminal infraction or citable offense. Further, BPD will enforce its policy instructing officers that, for quality of life offenses, that the appropriate response is the least intrusive response appropriate under the circumstances as reasonably understood by the officer at the time.

The Agreement also addresses training, supervisory review, and data collection related to stops, searches and arrests.

#### **V. IMPARTIAL POLICING**

The Agreement recognizes that BPD has recently taken steps to ensure its officers provide impartial policing services. BPD will continue to build on these policies to enhance community trust and ensure equal protection of the law. Specifically, BPD officers will document demographic information on people subject to stops, frisks, and arrests, and use this information to ensure fair and impartial policing. BPD's revised training curriculum will ensure officers police in a non-discriminatory manner and respect all people. This will include training on the existence of implicit bias and stereotyping, the importance of civil rights to the police mission, the history of race in Baltimore, strategies for interacting with LGBT individuals and Constitutional and other legal requirements related to anti-discrimination. BPD will include community members in this training as appropriate.

## **VI. RESPONDING TO AND INTERACTING WITH PEOPLE WITH BEHAVIORAL HEALTH DISABILITIES OR IN CRISIS**

The Consent Decree reflects the obligations of the BPD and the City regarding its responses to individuals with Behavioral Health Disabilities or those who are in crisis, which include those individuals experiencing episodes of intense personal distress. As reflected, BPD is committed to responding to these individuals in a manner that respects individuals' civil rights; prevents situations that could lead to unreasonable use of force, connects people with Behavioral Health Disabilities and in crisis to the behavioral health system, and decreases law enforcement involvement in those situations where diversion to the behavioral health system are more appropriate.

In an effort to address issues regarding law enforcement response to individuals with Behavioral Health Disabilities or those individual in crises, the Consent Decree calls on the City and BPD, among other things, to take the following key steps: (1) Baltimore City coordination with the Collaborative Planning and Implementation Committee to conduct an assessment of the mental health service system to identify gaps in the mental health service system; (2) revision of BPD policy on issues regarding interactions with persons with Behavioral Health Disabilities; (3) Crisis Intervention Training for all BPD officers and dispatchers, with a focus on specialized training for certain officers designated as CIT officers who will respond to calls an incidents where it is reasonably known that an individual has a Behavioral Health Disability or is in crisis; and (4) data collection and reporting related to calls for service that involve possible Behavioral Health Disabilities or people in crisis.

## **VII. USE OF FORCE**

The Consent Decree recognizes that BPD has recently implemented improved policies regarding officers' uses of force, force reporting, investigations, and reviews. BPD will build on its recently improved policies, making further revisions where necessary under the provisions of this Agreement and, improve its training, investigations and review regarding officers' uses of force to ensure that officers uphold the value and dignity of all individuals they encounter.

BPD will require officers to use de-escalation techniques, whenever possible, before resorting to force and to reduce the need for force. BPD will ensure it maintains a clear and comprehensive use of force policy that includes all critical components to guide officers on using force constitutionally. BPD will revise its policies to require that officers who carry a firearm also carry on their person at least one less-lethal weapon which they are trained and certified to use, at all times while on duty, whether in uniform or while working in a plainclothes capacity.

There will be enhanced use of force reporting consistent with the terms of the Agreement. Each level of Reportable Force, will require increasingly rigorous reporting, investigation, and review (*i.e.*, Level 3 Reportable Force will require more reporting, than Level 2, and so on). The Agreement also contains weapon specific provisions, including requirements for training, certification and use of conducted electrical weapons (CEWs), batons/impact weapons, Oleoresin Capsicum Spray (or OC Spray), and firearms, including service weapons.

The Agreement specifies that BPD will provide all current officers with use of force training as determined by the Monitoring Plan, including training on proper use of force decision-making under a critical-thinking, decision-making model; role-playing scenarios and interactive exercises that illustrate proper use of force decision-making; the Fourth Amendment and related law; and de-escalation techniques, both verbal and tactical, that empower officers to make arrests without using force.

Finally the Agreement requires robust use of force investigation and reporting. Use of force investigations will be performed by the Special Investigations Response Team (“SIRT”) and the Performance Review Board (“PRB”) consistent with the terms of the Agreement. There will also be enhanced supervisory review and response for lower levels of reportable force.

## **VIII. INTERACTIONS WITH YOUTH**

The Agreement calls on BPD to ensure that officer interactions with youth (those individuals who are younger than 18 years old) take into account the individual characteristics of those individuals, including age, size, developmental and mental status, disability status, and maturity. BPD officers are to consider alternatives to arrest, including warn and release, informal counseling, referrals to community services and resources and educational services. The Agreement also requires Baltimore City to assess its efforts to decrease youth involvement with the juvenile and criminal justice systems, including diversion programs, community-based alternatives to incarceration, and treatment options for youth in need of mental health treatment, drug treatment, or other services, as well as the issuance of a report on the results of its assessment. Finally, the Agreement requires BPD to assess its policies and training related to youth, so that officers are provided guidance on developmentally appropriate responses to, and interactions with, youth. This will be done with appropriate involvement with community-based youth advocates and community organizations.

## **IX. TRANSPORTATION OF PERSONS IN CUSTODY**

The Consent Decree notes the Parties’ recognition that safe and effective transportation of detainees is an essential step in the process of taking a person into custody, and must be conducted in a manner that protects the wellbeing and personal security of officers, the public, and the people being transported. The Agreement also notes that BPD has already implemented new and/or amended policies regarding transportation of persons in custody, and requires that BPD build on those policies to ensure that all detainees are treated in a humane manner before, during, and after their transportation, with due regard for their physical safety and protection. BPD has committed that all vehicles used for transportation of persons in custody contain sufficient and functioning seatbelts, and that its transport wagons or vans are equipped with a functioning transport vehicle camera (TVC) system, which includes video recording equipment within all compartments used for the transportation of persons in custody.

Additionally, regarding the procedures for transporting persons in custody, BPD will ensure, among other things, that: (1) persons are secured by fastened seatbelts; (2) the number of people being transported does not exceed the number of seatbelts; (3) officers periodically check

on persons in custody during the transport process; (4) persons are restrained in a manner that does not cause undue pain or risk of injury; (5) separate vehicles are used to transport males and females; and (6) persons in custody who require wheelchairs, crutches, prosthetic devices, and other medical equipment are transported to the final destination of the individual who requires them. Finally, BPD is committed to providing officers who drive transport wagons with training on safe and humane transportation of persons in custody, which may include training on identification of medical distress and injuries and proper restraint techniques.

## **X. FIRST AMENDMENT PROTECTED ACTIVITIES**

The Agreement recognizes that BPD has implemented new and/or amended policies to safeguard the First Amendment rights of all individuals, and requires that BPD build on those policies to promptly investigate and take appropriate corrective measures for any officer who violates BPD policy and training concerning First Amendment activity. The Agreement outlines that BPD officers not take police action in response to lawful First Amendment activity, including observing, recording, commenting on, or peacefully protesting police activity. Overall, the agreement underscores the ability of citizens to engage in expressive activity and lawful public protest or assembly consistent with the protections of the First Amendment, and requires that BPD ensure that its training and policy conform with the requirements of the First Amendment. BPD has committed to performing ongoing assessments of its officers' conduct and its practice related to First Amendment activity to identify deficiencies and opportunities for improvement, implement appropriate corrective action or improvement measures, and document those measures taken.

## **XI. HANDLING OF REPORTS OF SEXUAL ASSAULT**

BPD is implementing a number of measures to increase the trust of victims of sexual assault in BPD, strengthen BPD's response to and investigations of reports of sexual assault, and to combat gender bias. Pursuant to the requirements in the Consent Decree, BPD will ensure its sexual assault policy and protocols identify practice guidelines for investigation of sexual assault crimes, and ensure all victims are offered access to free and confidential support and information from trained sexual assault victim advocates. BPD will provide initial and on-going training to all of its detectives in the Sex Offense, Family Crimes, and Child Abuse units regarding policies and practices applicable to law enforcement response to sexual assault.

In addition BPD will ensure that reports of sexual assault are thoroughly investigated, including through consultation with forensic examiners. BPD will establish and implement measures to ensure supervision and oversight of sexual assault investigation, including the development of a system of automated alerts to trigger supervisory review of open sexual assault investigations. BPD will continue to enhance its data collection, analysis, and reporting on its investigation of sexual assaults, including information about the processing of forensic medical exams. Where permitted by law, BPD will share information about its investigations of sexual assault with Baltimore's Sexual Assault Response Team (SART) to promote public safety and better support the needs of sexual assault victims.

## **XII. TECHNOLOGY**

The Consent Decree outlines BPD's commitment to provide its officers with the technology necessary to perform their duties. Within one year of the Effective Date of the Agreement, BPD will complete a technology Resource Study to identify additional technology needed to satisfy the terms of the Agreement, followed by a Resource Plan which will outline the process for adopting or procuring the necessary technology. Specifically the Resource Plan will address cost-effective methods for supplying BPD personnel with an adequate number of computers; access to relevant law enforcement databases; and centralized data and records management systems to store and track the data required by the Agreement, including an Early Intervention System. The Resource Plan will be submitted for review and approval of the Monitor and DOJ in accordance with a schedule established in the Monitoring Plan. Additionally, BPD will ensure that its policy on body worn cameras addresses the use of cameras, retention of videos, access and privacy issues, the use of recordings as evidence in force and complaint reviews, and the use of recordings for other criminal justice purposes.

## **XIII. SUPERVISION**

The Consent Decree requires that any new or revised policies required by the Agreement be plainly written and clear, and that a process be established that fosters input from the public and from affected police officers on those policies. The Monitoring Plan will set up a collaboration period during which the Monitor and the Justice Department will review any substantive new or revised policies. During that time, there will be a comment period where new or revised policies are posted on BPD's website and comments from the public and from its officers are invited. The final proposed policy must be approved by the Monitor and the Justice Department prior to implementation. BPD agrees to re-review new or revised policies or procedures within 18 months to ensure it is clear and working. Every officer will have ready access to an electronic copy of all policies, and the policies, and all changes, will be made available to the public on BPD's website.

The parties agree that BPD will develop a written Training Plan that will outline how BPD will deliver supplemental basic training, remedial training, in-service training, roll-call training, and enhance the field training program. Working with the City, the Monitor, and the Justice Department, BPD will create a plan for funding its training program and academy, including its technology resources. New curricula and lesson plans, as well as any training program conducted by a non-BPD entity, will be reviewed and approved by the Monitor and Justice Department before implementation. BPD will periodically evaluate its trainings and track information on each officer's trainings.

BPD supervisors will enforce the expectation that officers will police in a manner consistent with the Constitution and with BPD policy and BPD will develop mandatory supervisory training for all new and current supervisors that will include how best to promote constitutional police practices, de-escalate conflict, investigate officer uses of force, and build community partnerships. In addition, BPD will upgrade its Early Intervention System to promote the proactive identification of potentially problematic behavior among officers and facilitate individualized interventions.

#### **XIV. MISCONDUCT INVESTIGATIONS AND DISCIPLINE**

The City and BPD will work together to implement an enhanced accountability system. BPD's Office of Professional Responsibility (OPR) will investigate all complaints of officer misconduct, coordinating with the civilian review board (CRB) where appropriate. BPD will review and revise as necessary the policies governing OPR to ensure the complaint intake process is open and easily accessed by any individual wishing to file a complaint, and that all complaints are investigated and documented in writing. This includes requiring officers to carry complaint forms in their vehicles to provide, along with their name and badge number, upon request. BPD will also ensure there are protocols to encourage and protect officers who report violations of policy by other officers.

BPD and the Civilian Complaint Review Board (CRB) will coordinate on the classifications of complaints, and on the protocols governing each agency's responsibilities throughout the investigation and disciplinary process. BPD will also develop and implement policies to ensure an accused officer receives notice of the investigation and prohibiting the officer from taking actions that could jeopardize the investigation. Interfering with an investigation will be grounds for termination.

BPD will also review its current disciplinary policies and procedures and change them as necessary to ensure consistent and equal application of punishment, including by creating a presumptive range of discipline based on the type of violation and the officer's history. BPD will ensure that any disciplinary hearing comports with the law, is recorded, and involves civilian voting members as permitted by law. BPD will continue to provide a community-based mediation program as an alternative to the investigation process described above. BPD will track misconduct investigations to allow for analysis and to facilitate sharing the status of an investigation with complainants and the public.

The City and BPD agree to develop and promote a program to educate the community about the process of filing complaints and to increase transparency, including publishing a quarterly report on misconduct investigations containing specified aggregate data. BPD will also establish a testing program designed to assess the procedures outlined above to ensure the complaint intake is done properly. BPD and the City agree to provide all investigators training on conducting officer and employee misconduct investigations, led by sources both inside and outside of BPD.

#### **XV. COORDINATION WITH BALTIMORE CITY SCHOOL POLICE FORCE**

BPD has a collaborative relationship with the Baltimore City School Police Force (BSP) in which BPD authorizes BSP to exercise law enforcement powers beyond BSP Primary Jurisdiction, to encompass the entire City, under specific circumstances. Pursuant to the Agreement, BPD will conduct an initial assessment to evaluate how BSP has used BPD's authorization to exercise law enforcement powers throughout the City pursuant to the MOU. The assessment will include an analysis and review of calls, incidents, stops, arrests, and uses of force involving officers from BSP exercising law enforcement powers pursuant to the MOU.



BPD will use the assessment to identify deficiencies and opportunities for improvement; implement appropriate corrective action and improvement measures; and document measures taken. Following the initial assessment, BPD will conduct a biennial evaluation of its efforts at improving its coordination with BSP, and modify its efforts as necessary to ensure its coordination with BSP is effective.

## **XVI. RECRUITMENT, HIRING AND RETENTION**

BPD will develop a written recruitment plan that will require minimum hiring standards and outreach to a broad spectrum of community stakeholders aimed at increasing the diversity of its ranks. This plan will be submitted for approval by the Monitor, who will also aid BPD with a review of its current hiring processes. BPD's background investigations for hiring officers will include evaluation of an in-person psychological screening; the applicant's police, education, employment, military, credit, and driving records; the applicant's use-of-force and training history if he or she has previous law enforcement experience; and information on the applicant's history, skills, and temperament available from other authorities, databases, or even social media platforms. BPD will also work with the Monitor to create a retention plan, which may create incentives for experienced officers or reimbursement for educational opportunities. BPD will assess its recruitment and retention efforts annually. The Agreement requires BPD to complete a comprehensive staffing study, which can be implemented in a phased manner that reflects the City's fiscal resources.

The parties agree that BPD's annual performance review will include written descriptions of the officer's performance and any areas requiring further training, as well as in-person meetings to discuss the evaluation. Supervisors shall consider, among other factors, the officer's integrity, commitment to the community, use of de-escalation, communications skills, bias-free policing, and the quality of the officer's written reports. Officers will be provided clear criteria for promotion that prioritize constitutional and community-oriented policing. BPD will also provide professional counseling and peer support services for all sworn officers and will develop well-being protocols for times of civil unrest.

## **XVII. AGREEMENT IMPLEMENTATION AND ENFORCEMENT**

The Consent Decree will be filed in the federal district court for the District of Maryland. Once approved and entered as an order of the Court, the Agreement becomes effective. The Court will appoint an independent Monitor, which will include a team of individuals with policing, civil rights and other relevant experience to report on whether the requirements and purposes of the Agreement are being met and provide assistance in achieving compliance. The Monitor will issue public reports and conduct a comprehensive reassessment after two years.

The parties will jointly select the Monitor through an application process, including public input, as spelled out in the agreement. The Monitor will be an agent of the Court. The Monitor must submit budgets in advance for pre-approval and may be paid a maximum of \$1.475 million annually, subject to certain exceptions for unforeseen circumstances. The Monitor's appointment is subject to renewal after three years.

Five years from the Effective Date of the Agreement, the Court will hold a hearing to assess compliance with the Agreement and determine whether the Agreement should continue. The Agreement will be terminated if the Court determines that the City and BPD have achieved full and effective compliance upon a showing that they have incorporated all material requirements into policy, trained personnel accordingly, ensured that the requirements are being carried out in practice, and shown continuing improvement for a period of one or two years, depending on the requirement. The City and BPD may also move to terminate the Agreement in whole or in part before the five year period ends, but only upon a showing that they have achieved full and effective compliance during that time for the requisite period required under the Agreement.

#### **XVIII. DEFINITIONS**

This section defines terms used in the Agreement. The Agreement specifies that other terms used in the agreement are to be defined consistent with relevant case law and applicable principles of contractual interpretation.